



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 SANPAP05A

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 10

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR
 *709055310 304-547-0414
 LIBERTY DISTRIBUTORS INC
 PO BOX 498
 TRIADELPHIA WV 26059

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/20/2007		NET 30		550677029			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #10				
THIS CHANGE ORDER IS TO ADD SIX ITEMS TO THE CONTRACT. SEE ITEMS #19 - #24. REVISED PRICING PAGE IS ATTACHED. EFFECTIVE MARCH 07, 2007. ***** NO ADDITIONAL CHANGES *****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

**PURCHASING DIVISION
 CERTIFIED ENCUMBERED**

MAR 21 2007

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JA 3/20/07

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
TOTAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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Pricing / Information Sheet		Liberty Distributors					
	Description	Mfg	Model	Rolls or Pkg Per Case	Sheet size	Sq Ft Per Case	Case Price
1	Toilet Tissue, Rolls Single Ply	Scott	5105	96	4.5"x4.4"	13200	\$44.03
2	Tissue, Toilet, Jumbo Rolls, Single Ply	Scott	5672	12	3.7"x2m"	7400	\$27.92
3	Tissue, Toilet, Rolls, Two-Ply, Facial Quality	Kimberly Clark	17713	60	4.5"x4"	3787.5	\$36.89
4	Covers, Toilet Seat, Half-Fold, flat, covers per case, in dispensing carton	Hospico	HG5000	20		5000/case	\$39.73
5	Tissue: Facial, Two-Ply	Scott	8300	36	7.5"x8.4"	1575	\$18.27
6	Hand Towels, Multi-Fold, unbleached, Single-Ply Sheet	Scott	1820	10	9"x9.5"	2375	\$14.71
7	Hand Towels: Single-Fold, Unbleached, Single Ply Sheets	Scott	1800	16	9"x10.7"	2675	\$14.33
8	Hand Towels, C-Fold, Unbleached, Single-Ply Sheet	Scott	1095	12	10"x10.6"	1766.66	\$15.95
9	Hand Towels: Non perforated roll, unbleached, single ply sheet	Scott	1860	12		2800	\$16.65
9a	Hand Towels: Non perforated roll, unbleached, single ply sheet	Scott	KC-04142	12		9600	\$38.07
10	Hand Towels: Bleached, household type, two-ply, perforated roll,	Scott	1655	30	11"x8.6"	1675.2	\$18.73
11	Towels: Food Service, Heavy Duty	Kimberly Clark	5925	300ea	12.5"x23.5"	611.97	\$32.52
12	Towels: (Must fit automated touchless dispenser item 17.)	Kimberly Clark	50606	6	8"	4800	\$30.05
13	Wipers: Industrial Paper, Medium Duty	Kimberly Clark	5320	18	9"x10.5"	1476.56	\$35.45
14	Dispenser: Toilet tissue roll, open style; open style, single roll, heavy duty construction; Pricing must be per individual dispenser.	Impact	2500	each			\$10.50
15	Dispenser: Toilet Tissue roll, open style; enclosed style, jumbo roll. Pricing shall be per individual dispenser.	Scott	9682	1			\$21.00

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Pricing / Information Sheet		Liberty Distributors				
Description	Mfg	Model	Rolls or Pkg Per Case	Sheet size	Sq Ft Per Case	Case Price
16 Dispenser: Hand Towel, non-perforated roll; Unbleached single-ply sheet. (This is for use with item 9.) Pricing shall be per individual dispenser.	Kimberly Clark	9736	1			\$23.00
17 Dispenser: Automated Touchless (This is for use with item 12.) Pricing shall be per individual dispenser.	Kimberly Clark	9703	1			\$38.00
18 Toilet tissue, 2 ply, 500 sheets/roll	Scott	5137	96	4.5 x 3.75	5,625.00	\$36.89
19 Surpass JRT 2ply Toilet Tissue	Kimberly Clark	KC-07827	6	3.9 x 2000		\$25.00
20 Surpass JRT JR 2 ply Toilet Tissue	Kimberly Clark	KC-07805	12	3.9 x 1000		\$25.00
21 Surpass C-Fold White Towel	Kimberly Clark	KC-01510	2400			\$17.75
22 Surpass White Roll Towel	Kimberly Clark	KC-01040	12	8" x 800'		\$48.00
23 Kleenex White Roll Towel	Kimberly Clark	KC-01080	12	8" x 425'		\$50.00
24 Kleenex White Multifold Towel	Kimberly Clark	KC-01890	2400			\$19.25

of Days ARO for Delivery (Bids listing more than 15 days will not be considered.)

10

Contract Coordinator: Mark Peluchette

Toll Free Telephone Number: 1-800-828-9920

Telephone Number: 1-304-547-0414

Fax Number: 1-304-547-0490

E-Mail: markp@libertydistributors.com



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			SANPAP05A	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	640-75-01-001			VARIOUS SANITARY PAPER PRODUCTSS AN			
		SIGNATURE _____				DATE _____	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE